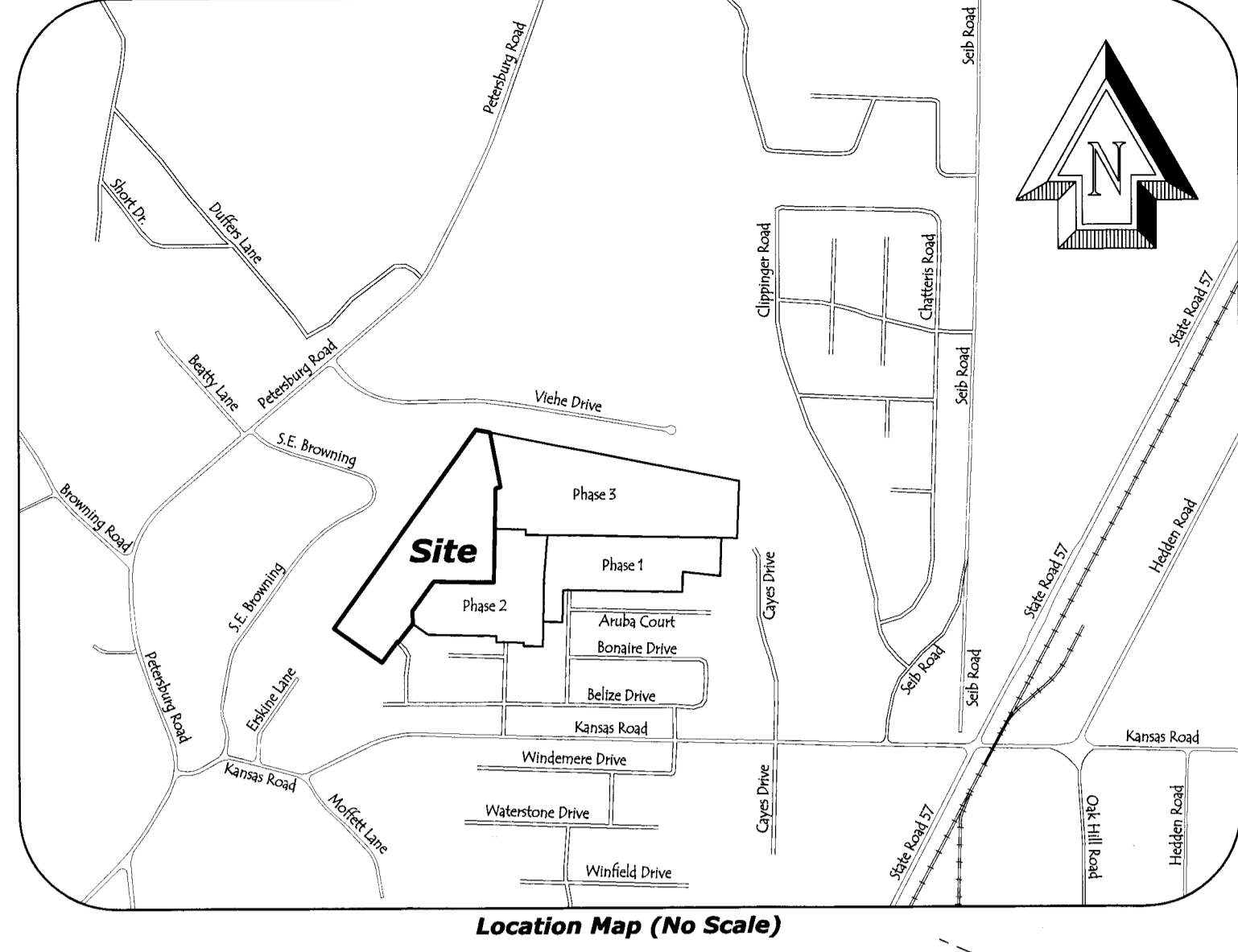


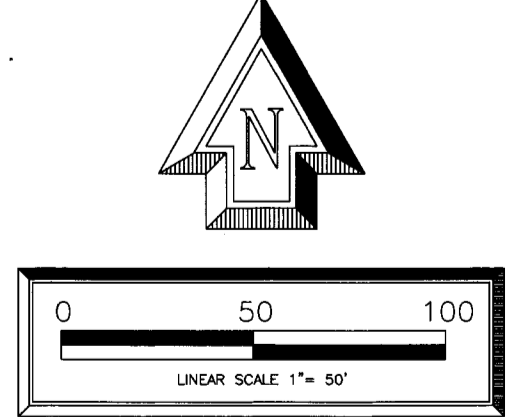
CAYMAN RIDGE SECTION 4 PHASE 4



CURVE TABLE			
NUMBER	C-1	C-2	C-3
DELTA ANGLE	11°30'43"	02°31'45"	16°22'53"
CHORD DIRECTION	S 72°37'31" W	N 55°58'42" W	S 70°11'27" W
TANGENT	15.12	5.31	25.19
RADIUS	150.00	150.00	175.00
ARC LENGTH	30.14	6.62	50.03
CHORD LENGTH	30.09	6.62	49.86

NUMBER	C-4	C-5
DELTA ANGLE	61°48'01"	55°22'37"
CHORD DIRECTION	S 31°05'59" W	S 62°30'40" W
TANGENT	119.70	52.48
RADIUS	200.00	100.00
ARC LENGTH	215.72	96.65
CHORD LENGTH	205.42	92.93

NUMBER	C-6	C-7
DELTA ANGLE	91°58'30"	02°07'58"
CHORD DIRECTION	S 11°23'18" E	S 56°18'34" E
TANGENT	181.14	2.79
RADIUS	175.00	150.00
ARC LENGTH	280.92	5.58
CHORD LENGTH	251.72	5.58



LEGEND

- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- P.U.E. Public Utility Easement
- D.&U.G.P.U.E. Drainage and Underground Public Utility Easement
- D.E. Drainage Easement
- C.E. Conservation Easement



P.O.C. Southeast Corner W. 1/2, S.E. 1/4 Section 22, T5S, R10W Found 1" Iron Pin 0.17' East & 0.13' South of the calculated corner

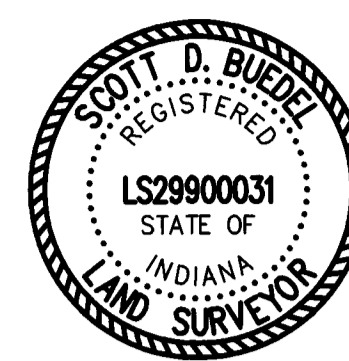
GENERAL NOTES

Public Utilities: PUBLIC UTILITIES - WATER: Water is available and is provided by the Evansville Water & Sewer Utility... Access: All Lots shall access internal roads, only.

Right-of-Entry for Drainage Easements: The Developer or the holder of the letter of credit, in the case in which the developer no longer holds the letter of credit, shall have the right to enter on or through all Drainage Easements, Lake Maintenance and Storm Drainage Easements...

SURVEYOR'S CERTIFICATE

I, Scott D. Buebel, hereby certify that I am a Professional Land Surveyor licensed in compliance with the laws of the State of Indiana and that this plat correctly represents a survey completed by me and that all monuments exist at the noted locations.



CAYMAN RIDGE SECTION 4 PHASE 4 BOUNDARY DESCRIPTION

Part of Lot 5 of the Plat of the Southeast Quarter and part of the Southwest Quarter of Section 22, Township 5 South, Range 10 West, as per plat thereof, recorded in Plat Book C, page 230 and also part of the Southwest Quarter of Section 22, Township 5 South, Range 10 West in Center Township, Vanderburgh County, Indiana and being more particularly described as follows:

Commencing at the Southeast corner of the West Half of the Southeast Quarter of Section 22, Township 5 South, Range 10 West, thence along the east line of said Half Quarter Section, North 01 Degree 05 Minutes 00 Seconds East 1506.14 feet to the northeast corner of Cayman Ridge, Section 4, Phase 3, as per plat thereof, recorded in Plat Book U, page 168 in the office of the Recorder of Vanderburgh County, Indiana; thence along the north line of said Cayman Ridge, Section 4, Phase 3, North 79 Degrees 41 Minutes 49 Seconds West 1459.89 feet to the northwest corner thereof and being the point of beginning, thence along the west line of said Cayman Ridge, Section 4, Phase 3, South 11 Degrees 37 Minutes 07 Seconds East 320.11 feet to the beginning of a curve to the left having a central angle of 11 Degrees 30 Minutes 45 Seconds, a radius of 150.00 feet and a chord dimension of South 72 Degrees 37 Minutes 31 Seconds West 30.09 feet; thence continue along the west line of said Cayman Ridge, Section 4, Phase 3 and along the arc of said curve 30.14 feet; thence along the west line of said Cayman Ridge, Section 4, Phase 3 and along the west line of Cayman Ridge, Section 4, Phase 2, as per plat thereof, recorded in Plat Book U, page 36 in the office of said Recorder, South 00 Degrees 11 Minutes 59 Seconds West 542.74 feet to a corner of said Cayman Ridge, Section 4, Phase 2, thence along the boundary of said Cayman Ridge, Section 4, Phase 2, the following three (3) calls:

AREA PLAN COMMISSION CERTIFICATE

Under the authority provided by the Acts of 1981, Public Law #309, and enacted by the General Assembly of the State of Indiana, proper notice was given and this plat has been given Primary Approval by the Area Plan Commission of Evansville and Vanderburgh County at a meeting held on February 12, 2015.

President: STACEY STEVENS. Attest Executive Director: RONALD S. LONDON. PLAT RELEASE for APC DOCKET NO. 14-S-2014. The Secondary plat complies with the Ordinance and is released for recording.



INSTALLATION OF SIDEWALKS:

- (i) Each purchaser of, or successor in interest to, an individual lot or lots from the owner of record at the time the plat is recorded must install the required sidewalk(s) on the purchased lot or lots within five years from the date of purchase or acquisition of interest.

OWNER'S CERTIFICATE

The undersigned owner of the real estate shown and described hereon do hereby plat and subdivide said real estate as shown and designate the same as Cayman Ridge, Section 4, Phase 4, a major subdivision.

Strips or areas of land, of the dimensions shown on this plat and marked "P.U.E." (Public Utility Easement), are hereby dedicated to public utilities for the installation, maintenance, operation, enlargement and repair of utility facilities, whether above ground or below ground, with the right to trim or remove, at the discretion of the public utility, trees, overhanging branches, bushes, underbrush and obstructions.

Strips or areas of land, of the dimensions shown on this plat and marked "D.E." (Drainage Easement) are dedicated for conveyance of surface water and/or subsurface water; provided however, that public utilities are hereby permitted to cross such Drainage Easements with utility facilities provided, that such facilities are not placed in such manner as to impede the flow of water.

Strips or areas of land, of the dimensions shown on this plat and marked "P & UG P.U.E." (Drainage and Underground Public Utility Easement) are dedicated for conveyance of surface water and/or subsurface water and for the maintenance and operation of underground portions of public utility facilities, including flush with surface level manholes and vaults that do not impede drainage flow, access along the easement, or mowing and maintenance of the easement.

Strips or areas of land, of the dimensions shown on this plat and marked "EWSUE" (Evansville Water and Sewer Utility Easement), are hereby dedicated to the public water utilities and public sewer utilities for the installation, maintenance, operation enlargement and repair of utility facilities, whether above ground or below ground, with the right to trim or remove, at the discretion of said public utility companies, trees, overhanging branches, bushes, underbrush and obstructions.

Strips or areas of land, of the dimensions shown on this plat, and marked "Landscape Easement" are dedicated to maintain an unobstructed strip of land for surface water and/or subsurface water from the adjoining property to the south to cross onto each lot.

All easements are dedicated with the right of ingress and egress over the lots within this subdivision to and from said easements for necessary construction, maintenance or reconstruction.

OWNER AND SUBDIVIDER

Jagoe Homes, Inc. William Jagoe IV (Secretary/Treasurer) 3624 Wathens Crossing Owensboro, KY 42301

NOTARY CERTIFICATE

State of Indiana, County of Vanderburgh, I, Scott D. Buebel, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as shown to me.

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared William Jagoe IV (Jagoe Homes, Inc.) who acknowledged the execution of this plat to be his voluntary act and deed.

Witness my hand and seal this 26th day of September, 2019.

Signature of Notary Public: Scott D. Buebel. My Commission expires: 9-26-2023. Notary Resides in: Vanderburgh County, Indiana.

Conservation Easement

The current and future use of strips of land labeled "Conservation Easement" is restricted in perpetuity in order to protect aesthetic resource and values, scenic, scientific, environmental, and other conservation values, and conservation functions and ecological services to establish the Conservation Easement area as open, common, and undeveloped conservation area; and to preserve the natural condition of the Conservation Easement in perpetuity.

Strips of land labeled "Conservation Easement" shall be bound by, held, transferred, sold, conveyed, leased, improved, hypothecated, occupied or otherwise disposed of and used subject to the rights of access and entry provision and property transfer provision of the following restrictive covenants, which shall be perpetual and run with the land and be binding on all heirs, executors, administrators, successors, assigns, lessees, or other persons, firms, associations, corporations or governmental entities having or hereafter acquiring any right, title, or interest in said property or any part thereof; and that the Conservation Easement shall be held, transferred, sold, conveyed, leased, improved, hypothecated, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all heirs, executors, administrators, successors, assigns, lessees, or other occupiers and users.

- 1. Definitions. 1.1 Natural Condition. The term "natural condition" shall mean the condition of the Conservation Easement at the time of the declaration of these restrictions and as restored, created, enhanced, and preserved pursuant to the Mitigation Plan for Cayman Ridge Development, as prepared by Redwing Ecological Services, Inc. The natural condition shall not include landscaping, earth berms, fences or other improvements and features, and major, distinct natural features such as waters of the United States.

- 2. Restrictions/Prohibitions. Any activity on, or use of, the Conservation Easement, which is or may become inconsistent with the purposes of these restrictions is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited within the Conservation Easement except as provided for in the Reserved Rights: 2.1 General/Topography. There shall be no filling, flooding, cultivating, excavating, earthmoving, grading, mining or drilling; no removal of natural materials; no dumping of materials; and no alteration of topography in any manner.

- 3. Reserved Rights. Notwithstanding the foregoing restrictions, the Owner hereby reserves for itself, its heirs, executors, administrators, successors and assigns the right to use the Conservation Easement for all purposes not inconsistent with the purposes of these restrictive covenants. Further, the Owner expressly reserves for itself, its heirs, executors, administrators, successors, and assigns the following rights, which may be exercised upon providing 30 days prior written notice to the Corps, except where expressly provided otherwise: 3.1 Wildlife and Forestry Management. Owner reserves the right to naturally manage the Conservation Easement to preserve and improve the existing forest and wildlife resources.

- 4. Rights of Access and Entry. The Corps and its authorized agents are hereby granted an irrevocable and assignable right to enter in, on, over and across the Conservation Easement to inspect and monitor the Conservation Easement; to implement the Mitigation Plan or take corrective measures under the Mitigation Plan; to take any actions necessary to maintain or restore the natural condition of the Conservation Easement; or to take any actions necessary to verify compliance with these restrictive covenants.

- 5. Enforcement. The Owner grants the Corps, as third party beneficiary hereof, a discretionary right to enforce these restrictive covenants in a judicial action against any person or other entity violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in forfeiture or reversion of title. In any enforcement action for violations of these conditions and restrictions, an enforcing agency shall be entitled to complete restoration of the Mitigation Plan for the Conservation Easement for any violation, as well as any other remedy available under law or equity, such as injunctive relief and administrative, civil or criminal penalties.

- 6. Notice to Government. 6.1 Any permit application, or request for certification or modification, which may affect the Conservation Easement, made to any government entity with authority over wetlands or other waters of the United States, shall expressly reference and include a recorded copy of these restrictive covenants. 6.2 Owner shall provide the Corps with written notice of any legal action affecting these restrictions, including but not limited to foreclosure proceedings, tax sales, bankruptcy proceedings, zoning changes, adverse possession, abandonment, condemnation proceedings, and the exercise of the power of eminent domain.

- 7. Property Transfers. The following notice shall be included on all deeds, mortgages, plats, or any other legal instrument used to convey any interest in any property on which the Conservation Easement is located. NOTICE: This Property is subject to the Conservation Easement restrictions stated on the plat for Cayman Ridge Section 4 Phase 4 as recorded in the Office of the Recorder of Vanderburgh County, Indiana. Said Conservation Easement restrictions are enforceable by the U.S. Army Corps of Engineers.

- 8. Warranties. 8.1 The Owner represents and warrants that: A. To the extent that other interests in the Conservation Easement exist, the holders of such interests have agreed to subordinate their interests in the Conservation Easement to the restrictions stated herein.

- 9. Notification. Any notice, request for approval, or other communication required by these restrictive covenants shall be sent by registered mail, pre-paid postage, to the following addresses (or such addresses as may be hereinafter specified by notice pursuant to this paragraph): To Corps: U.S. Army Corps of Engineers, OP-FN, Room 752, P.O. Box 59, Louisville, KY 40201/0059

- 10. Amendment. After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps and by the owners of the Conservation Easement. Amendment shall be allowed at the discretion of the Corps, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Any amendment must be consistent with the requirements of Sections 404 of the Clean Water Act. There shall be no obligation to allow an amendment.

- 11. Termination. These restrictions are intended to be perpetual in nature and run with the land as set forth in the first paragraph of these restrictions. However, if the Corps determines that the compensatory mitigation undertaken on the Conservation Easement as set forth in the Mitigation Plan is not successful and the alternative mitigation identified does not involve the Conservation Easement, then the Owner of the Conservation Easement and Corps may terminate these restrictions by written agreement. Said written agreement shall be recorded in the Office of the Vanderburgh County Recorder.

- 12. Successors in Interest. All references to the Corps shall include successor governmental agencies, departments, or divisions, or any other successor entities provided by law.

- 13. Severability Provision. Should any separable part of these restrictive covenants be held contrary to law, unenforceable, or void, the remainder shall continue in full force and effect.

CASH WAGNER & ASSOCIATES, PC CONSULTING ENGINEERS - LAND SURVEYORS WWW.CASHWAGNER.COM

AFFIRMATION STATEMENT I AFFIRM, UNDER THE PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. SIGNATURE: [Signature] PRINTED NAME: SCOTT D. BUEDEL